

1. Certain Definitions

As used herein:

a. Agreement - "Agreement" means Customer's agreement to the terms and conditions as set forth herein and all instruments supplemental hereto, all instruments issued in conjunction herewith or in conjunction with the Purchase Order in which this General Terms and Conditions of Sale is incorporated, in licenses complimentary hereto or in amendment or confirmation hereof; "hereof," "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular article or section; "Article" or "Section" means and refers to the specified article or section of this Agreement.

b. Customer - Purchaser of Seller's Products or Services, as specified in the Purchase Order.

c. Contract Price - "Contract Price" means the purchase price to be paid by the Customer to the Seller for the Purchased Goods as provided in the Purchase Order;

d. Date of Acceptance - "Date of Acceptance" means the date when the Customer receives the Product unless Customer otherwise notifies Seller in writing that the Product was delivered in a defective condition;

e. Parties - "Parties" means the Customer and Seller, collectively, and "Party" means any one of them;

f. Products - products as may be identified in the Purchase Order;

g. Purchased Goods-"Purchased Goods" means all of the Products and/or Services described in the Purchase Order;

h. Purchase Order - "Purchase Order" means the L3Harris-accepted document in which the License Agreement is incorporated and which contains, among other items, an identification of the program or programs with which the Licensed Dataset may be used, an identification of the type of license purchased, a description of the license fees to be paid, a description of the entity that is the named Customer, and an identification of the country where the Customer intends to utilize the Licensed Dataset. The term further includes any addendum or supplements to the original document which specifically reference the original Purchase Order and which contain terms which modify any of the program identification, license type, license fees or country of use.

i. Seller - "Seller" means L3Harris Technologies, acting through its Space and Airborne Systems Division, a corporation organized and existing under the laws of Delaware;

j. Services - services as may be identified in Exhibit A;

k. Derivative Products - a distinct product, in which the data is altered, abridged or supplemented and/or which incorporates additional functionality.

l. Quote - price quotation of Seller itemizing the purchase price and including all exhibits referred to within such price quotation.

2. Scope of Proposal

Seller's responsibility is to supply only those products and services specifically listed in the Quote.

Furthermore, Seller is obligated hereunder only to deliver items and services that meet the terms and technical requirements of the Quote. Seller makes no representation or warranty that such items and services are suitable for purposes of meeting any particular requirements Customer may have, that such items or services will complete or render adequate any system with which such items or services are used, or that such items or services will interface properly with components or subassemblies manufactured or supplied by other parties. Unless specifically so stated in the Purchase Order, Seller will not be responsible for providing systems integration.

3. Contract Acceptance

When a Quote is signed by Customer and timely returned to Seller, it shall represent Customer's Purchase Order for the products and services covered by the Quote on the terms and conditions set forth in the Quote. Such Purchase Order shall be deemed accepted by Seller only when Seller mails to Customer its standard acknowledgment form. A Purchase Order or other communication from Customer which in any way differs from or adds to these terms and conditions (except Customer's terms specifying billing instructions) will not become a part of the contract between the parties without Seller's express written consent.

If Customer places a Purchase Order without signing and returning Seller's Quote, Customer's Purchase Order nevertheless shall be an acceptance of Seller's Quote so long as such Purchase Order agrees with such Quote with respect to the descriptions, price, and quality of the products and services. Seller's failure to object to any term or condition contained in any Purchase Order or other communication from Customer will not constitute a waiver of the provisions hereof. Seller reserves the right, in its acknowledgment, to change prices, terms, and specifications where necessary to reflect Seller's prices, terms, and specifications in effect on the date of the acknowledgment.

UPON ANY SUCH CHANGE BY SELLER, CUSTOMER MAY ELECT TO CANCEL THE PURCHASE ORDER BY WRITTEN NOTICE TO SELLER SENT VIA CERTIFIED MAIL WITHIN TEN (10) CALENDAR DAYS AFTER CUSTOMER'S RECEIPT OF THE ACKNOWLEDGEMENT. IF SUCH TIMELY WRITTEN NOTICE IS NOT SENT TO SELLER, THEN CHANGES MADE BY SELLER IN THE ACKNOWLEDGEMENT SHALL BE DEEMED ACCEPTED BY CUSTOMER.

In case of such cancellation, Seller will refund to Customer any advance payment made by Customer without interest or penalty. The Purchase Order together with the acknowledgment shall represent the entire contract between the parties and can be changed only by written agreement between the parties.

Seller's deposit or other disposition of funds paid by Customer with the Purchase Order shall not constitute acceptance of the Purchase Order. Seller may within a reasonable time reject any Purchase Order with or without cause. In no event shall Seller's silence be construed as acceptance; acceptance by Seller will occur only upon Seller's written acknowledgement of the Purchase Order. Upon its rejection (or failure to accept within a reasonable time) of any Purchase Order, Seller will refund to Customer without interest or penalty any payment made by Customer with the Purchase Order.

Customer acknowledges receipt of a copy of the Quote, including this Agreement, and has placed its Purchase Order by signing the Quote in the space provided.

4. Authorized Agent

This contract shall not be binding unless signed by an authorized agent of both Customer and Seller.

5. Proposal Validity

Prices quoted are binding upon Seller for the number of calendar days specified in the quote. At expiration, Seller reserves the right to adjust its prices or amend the validity period.

6. Taxes

The prices quoted are exclusive of federal, state and local excise, sales, use, and similar taxes arising from or assessed in connection with this Purchase Order. Seller shall invoice and Customer shall pay for any and all such taxes. Should Customer be exempt from paying certain taxes described above, then Customer shall provide Seller with a properly executed tax exemption certificate or tax exemption number.

7. Cancellations

Except as otherwise provided herein, cancellation of Customer's Purchase Order in whole or in part by Customer will be effective only with specific prior written approval of Seller and shall in all cases be subject to Seller's reasonable cancellation charges.

8. Packing and Shipping

Prices are quoted exclusive of shipping charges. Unless otherwise specified, product shall be shipped in standard commercial packaging. Unless otherwise stated in the Quote, the FOB point is Melbourne, Florida.

9. Limitation of Liability

Seller shall not be liable to Customer, or third parties claiming under Customer for any special, incidental, punitive, or consequential damages including, but not limited to, the loss of capital or profits of Customer arising out of or in connection with Seller's performance under this Purchase Order. Seller's total liability for damages to Customer, or any party claiming under Customer, arising out of or in connection with the performance of this Purchase Order shall be limited to the price of this Purchase Order.

10. Risk of Loss and Title

Customer assumes all responsibility for and risk of, loss of, or damage to, the product upon delivery by Seller to the carrier.

11. Sale Conveys No License

No right or license under any patent, copyright, trademark or trade name of L3Harris Technologies is granted by, or is to be inferred from, any provision in this Purchase Order except as expressly provided in the Software License accompanying the Purchase Order.

Products delivered to Customer contain certain copyrighted information of L3Harris Technologies and may contain copyrighted material of one or more imagery providers. Customer is responsible for complying with all restrictions on usage of Product.

12. Governing Law

This contract shall be construed in accordance with the laws of the State of Florida, a Uniform Commercial Code State. The exclusive venue for any lawsuit shall be in Brevard County, Florida or the United States District Court for the Middle District of Florida. If arbitration is applicable to this Purchase Order, venue shall be in Brevard County, Florida.

13. Payment

Unless otherwise specified herein or in writing by Seller, Customer shall make payment of the purchase price upon delivery of Products or Services. If payment is not made within 30 calendar days from receipt of an invoice, Seller may assess interest on the unpaid portion at the lesser of 1-1/2% per month or the maximum amount allowed by law from the date payment is due to the date of payment.

14. Security Interest

Until the Purchase Order is paid in full by the Customer, the Seller retains and the Customer grants a security interest in the Customer's worldwide present and future interest in the Products.

Such interest shall be in all forms and versions, and in all proceeds, enhancements, changes, alterations or modifications. This security interest shall secure the performance by the Customer of all its obligations. The Customer shall execute all instruments deemed advisable by Seller to maintain this security interest.

15. Technical Data and Invention

Unless specifically agreed to by Seller and identified and priced in this Agreement as a separate item or items to be delivered by Seller (and in such event, subject to the terms and conditions specifically stated therein), the sale of goods hereunder confers on Customer no right in, license under, access to, or entitlement of any kind to any of Seller's intellectual property including, but not limited to design, process technology, software and drawings, or to Seller's inventions (whether or not patentable).

16. Arbitration

All disputes arising in connection with this contract which cannot be settled by mutual agreement shall be finally settled under the Rules of the American Association of Arbitration, then in effect as of the date of the Purchase Order.

17. Enforceability

If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will, to the extent of such invalidity, illegality, or unenforceability, be severed, but without in any way affecting the remainder of such provision or any other provision contained herein, all of which shall continue in full force and effect.

18. Third Part Indemnity

The Customer shall defend, indemnify, and hold Seller, its parent, affiliate and subsidiary companies and their respective officers, directors, employees, assigns, agents, and representatives, of any kind harmless from all third Party claims or actions, whether in law or equity, including, but not limited to, any such claims or actions, in contract or tort, (whether in negligence or strict liability and whether claiming personal injury or property damage) which is related to this Agreement, its subject matter, or any transaction relating to this Agreement, whether directly or indirectly. Customer acknowledges that Seller has no obligations or duties to any third Party related to this Agreement or its subject matter or any transaction related to this Agreement.

19. Changes and Cancellations

If possible, before the Product is shipped or services are performed, Seller may review requests for changes to the product or scope of services previously specified. Seller shall not be obligated to accept any changes, and all changes, if approved, will result in extra charges to Customer.

Cancellation of any item that was custom manufactured to Customer's specifications or any resale product Purchase Ordered for Customer's requirements may include a termination charge of up to 100% of the listed selling price.

Except as otherwise expressly provided herein, cancellation of Customer's Purchase Order in whole or in part by Customer will be effective only with specific written approval of Seller and shall in all cases be subject to Seller's reasonable cancellation charge.

20. Export Control Regulations

Customer agrees that it shall only dispose of the Purchased Goods in accordance with all applicable export control laws and regulations of the United States and in accordance with the requirements set forth in Article XII of the Software License accompanying the Purchase Order.

The Customer shall supply to the Seller on a timely basis all necessary information and documentation requested by the Seller in Purchase Order to permit the Seller to export the Product and/or Services with respect to any sale or Purchase Order solicited by the Customer.

21. Force Majeure

21.1 Definition. Force Majeure shall mean any event or condition, not existing as of the date of signature of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either Party, which prevents in whole or in material part the performance by the Parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable.

Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, Purchase Orders, legislation, regulations, restrictions, priorities or rationing, riots, disturbance, war (declared or undeclared), strikes, lockouts, slowdowns, prolonged shortage of energy supplies, interruption of transportation, embargo inability to procure or shortage of supply of materials, equipment or production facilities, prohibition of import or export of goods and covered by this Agreement, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning, and explosion.

If by any of the above-mentioned causes, an allocation of supplies must be made, the Parties hereby agree that such allocation will be fairly made. It is in particular expressly agreed that any refusal or failure of any governmental authority to grant any export license legally required for the fulfillment by the Seller of its obligations hereunder shall constitute an event of Force Majeure.

21.2 Confirmation. The Party invoking Force Majeure shall provide to the other Party written confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

21.3 Notice. Upon giving written notice to the other Party, a Party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The Party claiming Force Majeure shall promptly notify the other party of the termination of such event.

21.4 Suspension of Performance. During the period that the performance by one of the Parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other Party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

21.5 Extended Delays and Termination. If delay excused by this Article extends for more than 30 calendar days and the Parties have not agreed upon a revised basis for continuing the work at the end of the delay, including adjustment of the price, then either Party, upon thirty (30) calendar days written notice may terminate this Agreement with respect to the unexecuted portion of work, whereupon,

Customer shall promptly pay Seller: a) the price (as specified in this Agreement) of the Products and services completed at the date of termination, b) the fair value of Product and services (on the basis of the Contract Price) under execution but not completed at the date of termination, and c) any other expenses reasonably incurred by Seller as a result of such termination.

22. Publicity

Neither party will, without the prior written consent of the other party: (a) make any news release, public announcement, denial or confirmation of this Contract or its subject matter; or (b) in any manner advertise or publish the fact of this Contract.

23. Notices

Communications relating to this Agreement shall be in writing, and communicated by certified mail, return receipt requested, facsimile or overnight mail to the following address or as may be later designated by written notice :

Seller:

L3Harris Technologies
Attention: Contracts Manager
P.O. 9800
M/S EG/11A
Melbourne, FL 32902-9800
Phone: (321) 253-0011
Fax: (321) 253-5559

24. Entire Agreement

This Agreement, together with the Attachments hereto, the Purchase Order, and the Software License accompanying the Purchase Order., constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes in all respects all prior request for proposals, negotiations, conversations, discussions and agreements between the Parties concerning the subject matter hereof.